



Michael O. Leavitt
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Director

State of Utah

DEPARTMENT OF ENVIRONMENTAL QUALITY DIVISION OF AIR QUALITY

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35651AIR

DAQC-1613-2001

October 15, 2001

Craig Thatcher
Thatcher Company
P.O. Box 27407
Salt Lake City, Utah 84127

Dear Mr. Thatcher:

Re: Settlement Agreement

Enclosed is a fully executed original Settlement Agreement for your records. Thank you for your cooperation in resolving this matter.

Sincerely,

Jeff Dean, Compliance Manager
Division of Air Quality

JND:aj

Enclosure: Settlement Agreement

cc: Salt Lake Valley Health Department
Carol Smith, EPA Region VIII

UTAH AIR QUALITY BOARD

In The Matter of : Settlement
Thatcher Company : Agreement
 :

This Settlement Agreement is entered into between Thatcher Company and the Utah Air Quality Board (UAQB) pursuant to the Utah Air Conservation Act (Act), Utah Code Ann. § 19-2-101 et seq. (as amended). Without adjudication of any issue of fact or law and without admission of any liability, the parties hereto, the Executive Secretary of the UAQB and Thatcher Company hereby agree as follows:

1. The UAQB has jurisdiction over the subject matter of this Agreement, pursuant to Utah Code Ann. §§ 19-2-104 and 19-2-110, and jurisdiction over the parties.
2. The Executive Secretary of the UAQB has been authorized by the UAQB pursuant to Utah Code Ann. §§ 19-2-104, 19-2-107, and 19-2-110 to issue Notices of Violation and to negotiate and enter into Settlement Agreements on behalf of the UAQB.
3. The purpose of this Agreement is to settle the following alleged violation of the Utah Administrative Code(UAC) R307-401 in Salt Lake County, Utah:

<u>Date of Violations</u>	<u>Date of Notice of Violation</u>	<u>Violation</u>
September 11, 2000	October 13, 2000	UAC R307-401 and approval order dated July 19, 1999, Condition 18

4. The parties now wish to resolve this matter fully without admissions of any violations, liability, wrongdoing, failure or omissions whatsoever, and without further administrative or judicial proceedings.
5. None of the provisions of this Agreement shall be considered admissions by any party and shall not be used by any person related or unrelated to this Agreement for purposes other than determining the basis of this Agreement.
6. Compliance with this Agreement resolves only the alleged violation listed in paragraph 3 of this Agreement and in no way relieves^ from any future obligations imposed under the Act or Rules promulgated thereunder.
7. In settlement of the alleged violation listed in paragraph 3 of this Agreement, Thatcher Company agrees to a stipulated penalty of \$2,000.

8. Thatcher Company agrees to pay the \$2,000 stipulated penalty within 30 days from the date of this Agreement.
9. Nothing in this Agreement, including payment of the stipulated penalty, shall preclude the UAQB from seeking civil penalties for future violations of the Act, Rules, or Orders.
10. If the total penalty amount is not paid as agreed, this Agreement may become null and void at the discretion of the Board.
11. This Agreement shall become effective upon execution by both parties.

DATED this 3rd day of October, 2001.

Utah Air Quality Board

By: Craig N. Thatcher

By: Richard W. Sprott

Name:

Craig N. Thatcher

Title:

President

Richard W. Sprott
Executive Secretary